

CERTIFICATION OF TRUST

TO WHOM IT MAY CONCERN: The undersigned Trustee certifies as follows:

That the undersigned Trustee affirms the current existence of that certain express trust known as **THE JERRY L. AND SONJA R. McKNIGHT REVOCABLE LIVING TRUST**, and that said trust came into existence on August 7, 2007.

The Grantors are: JERRY L. and SONJA R. McKNIGHT.

The currently acting Trustees are: JERRY L. or SONJA R. McKNIGHT.

The Successor Trustees are: 1) the surviving Grantor; 2) AMANDA R. SAWNER; 2) GILBERT L. CAGLE.

All Trustees (including Successors) have the power under the Trust and applicable law to enter into all types of transactions, but not limited to purchases, sales, leases, and loans secured by trust property. The trust agreement indemnifies and holds you harmless from any liability for effecting transactions at the request of any of the Trustees or any of the Successor Trustees named above.

The Grantors have reserved the right to revoke the Trust in writing signed by both Grantors. After the death of both of the Grantors, the Trust becomes irrevocable.


The currently acting Trustees named above have sole signature authority in connection with transactions involving trust property. The Successor Trustee is authorized to act as Trustee in the event the currently acting Trustees either (1) sign a written resignation; (2) are determined to be incapacitated by the written opinion of two licensed physicians; or (3) die. If Successor Trustees are named in succession, then the next Successor Trustee named in succession is authorized to act as Trustee if the previous Successor Trustee signs a written resignation, is determined to be incapacitated by the written opinion of two licensed physicians, or dies. If two or more Successor Trustees are authorized to act as Trustee at the same time, then signature of all of them are required in connection with transactions of trust property unless the conjunction "or" is used above to separate their names, in which case, each Trustee has sole signature authority.

This is a grantor trust for income tax purposes and uses the social security number of one or both Grantors under the authority of Treasury Regulation 301.6109-1(a)(2).

The manner in which trust assets should be properly titled shall be: THE JERRY L. AND SONJA R. McKNIGHT REVOCABLE LIVING TRUST, w/t/a/ August 7, 2007, JERRY L. or SONJA R. McKNIGHT, Trustees or their successors in trust, including any amendments thereto.

Call-
662-895-7741
Sonja McKnight

To the best of the Trustees' knowledge, the trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this Certification of Trust to be incorrect. The undersigned Trustees agree to inform you in writing of any amendment to the Trust, change in the composition of the Trustee or any other event that could materially alter this Certification.


 JERRY L. McKNIGHT
 Grantor/Trustee


 SONJA R. McKNIGHT
 Grantor/Trustee

STATE OF TENNESSEE
 COUNTY OF SHELBY

Before me, the undersigned Notary Public, personally appeared, JERRY L. and SONJA R. McKNIGHT, to me personally known (or proved to me on the basis of satisfactory evidence) and who acknowledged that they signed the foregoing Certification of Trust for the purposes therein contained as their free and voluntary act and deed. Sworn to and subscribed before me this day August 7, 2007.


 NOTARY PUBLIC



**THE JERRY L. AND SONJA R. McKNIGHT
REVOCABLE LIVING TRUST**

The JOINT TRUST agreement is made this day
August 7, 2007, by JERRY L. and SONJA
 R. McKNIGHT, hereinafter referred to as the husband Grantor and the wife
 Grantor, respectively, or collectively as Grantors, and JERRY L. or SONJA
 R. McKNIGHT, hereinafter referred to as the Trustee or Trustees. When
 two Trustees are named separated by the conjunction "or", then transactions
 in connection with trust property may be effectuated with the signature of
 only one of the Trustees.

**ARTICLE I.
NAME OF THE TRUST**

The name of this trust is THE JERRY L. AND SONJA R.
 McKNIGHT REVOCABLE LIVING TRUST, JERRY L. or SONJA R.
 McKNIGHT, Trustees, or their Successor Trustees in trust, dated
August 7, 2007, and any amendments thereto.

**ARTICLE II.
LIMITED WAIVER OF PRIVACY RIGHTS**

For any purpose consistent with the terms of this trust, including but
 not limited to inducing any medical doctor to certify in writing that a
 Grantor/Trustee may have become physically or mentally disabled and thus
 unable to manage his or her affairs in his or her best interests, the

Grantor/Trustee hereby waives any right to privacy of health care or related information the Grantor/Trustee may have under the federal Health Insurance Portability and Accountability Act of 1996, as amended, (Public Law 104-191), and under any other similar federal or state law prohibiting or restricting the dissemination of medical information, and the Grantor/Trustee and the Grantor's heirs, estate, distributes, legal representatives, successors and assigns further represent, warrant and agree that he or she will indemnify and save such medical doctor(s) harmless from any loss suffered or liability incurred by him in so acting prior to such medical doctor(s) receipt of written notice of termination of this waiver and agreement to indemnify and hold harmless.

ARTICLE III. TRANSFER OF PROPERTY TO TRUST

The Grantors hereby assign, transfer, and deliver to the Trustees the property described in Exhibit "A" attached hereto. In addition, the Grantors and any other person may from time to time assign, transfer, and deliver property and property interests of all kinds to the Trustees. The Trustees hereby acknowledge receipt of such property and agree to hold the same in trust and to manage and dispose of the same in accordance with the provisions of this trust agreement. Any separate property of a Grantor which is or becomes trust property shall remain the separate property of that Grantor and that Grantor shall have the unrestricted right to remove all or part of his or her separate trust property at any time. Any property which is not the separate property of a Grantor which becomes trust property shall retain the same character, including the relative ownership interests that each Grantor has in same, that such property had before its transfer to the trust,

except that any right of survivorship existing between the Grantors is hereby expressly extinguished so that the disposition of such property at the death of a Grantor is controlled by the terms of this trust agreement.

ARTICLE IV.
TRUST ADMINISTRATION DURING LIFETIME OF GRANTOR

Commencing as of the date of this instrument and during our lives, the Trustee shall administer the trust principal and any net income thereof as follows:

A. The Trustee shall distribute to us or apply for our benefit such amounts of net income and principal, even to the extent of exhausting principal, as the Trustees believe desirable from time to time for our health, maintenance, education, support in reasonable comfort, welfare, and best interests, considering all circumstances and factors deemed pertinent by the Trustees. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the Trustees. The foregoing powers shall continue indefinitely as long as we are both not disabled under paragraph C of this Article.

B. We specifically reserve the right to voluntarily relinquish, jointly or individually, the position of Trustee, as evidenced by signed written instrument, and to allow the Successor Trustee named hereafter to assume the position of Trustee. If we both relinquish the position of Trustee, then our Alternate Successor Trustee shall assume the position of Trustee.

C. The decision as to whether either of us at any time or from time to time is (i) disabled for purposes of paragraph A of this Article, or (ii) unable to act as Trustee, in each case because of advanced age, illness, or other cause has impaired the ability to transact ordinary business, shall be made by

the party named as Successor Trustee with the concurring opinion of two licensed physicians who have examined or treated that person within the prior three months. A refusal to submit to examination or examinations shall be deemed per se to constitute incapacity. During any period in which either of us is determined to be disabled hereunder, that person may be removed as Trustee, or prohibited from making distributions pursuant to paragraph A of this Article, by written instrument signed by the party named as Successor Trustee and those physicians. The party so named as Successor Trustee shall thereupon immediately assume the position of such and shall have full right and duty to make distributions of income and principal to us in exactly the same manner reserved and specified in Article IV, and shall be vested with all rights, powers, authority, privileges, and immunities of the Trustee. No judicial determination of incapacity shall be required and the Successor Trustee shall incur no liability to any person or entity for undertaking the trust management or for making distributions to or for the benefit of Grantors upon such determination of a Grantor's incapacity. If the disabled Grantor should later advise the Successor Trustee that, in his/her opinion, he/she has regained his/her capacity and wishes to serve again as Trustee, the said Successor Trustee shall then request the physicians who rendered the initial opinion to re-examine that Grantor for this purpose. The decision of such examining physicians shall be conclusive and the Successor Trustee may totally rely upon it with no liability for having done so. If the Successor Trustee shall serve in such capacity only temporarily, this has and will have no effect upon the Successor Trustee's serving again upon the subsequent incapacity or death of Grantor. Since it may be perceived that the said Successor Trustee would have a conflict of interest in assisting or determining the incapacity of a Grantor, each Grantor hereby declares that,

even if such conflict may exist, it is each Grantor's wish that this arrangement be carried out and that the said Successor Trustee be held harmless from any liability or criticism for having acted as requested or contemplated herein.

In the event that any life insurance policies on the life of either Grantor shall at any time comprise a part of the trust estate, the Trustee, as Trustee decides, may withhold from distribution to either Grantor a portion of the net income sufficient for the payment of the net premiums payable thereon and may effect payment thereof.

ARTICLE V.
PAYMENT OF DEBTS AND TAXES

Following either or both of our deaths, the Trustee shall pay out of the trust principal (a) any legally enforceable debts, including debts owed by us to a Trustee individually, except debts which are an encumbrance on real property, (b) the expenses of our last illness and funeral, (c) the administration expenses payable by reason of our deaths, and (d) the estate and inheritance taxes (including interest and penalties, if any) payable in any jurisdiction by reason of our death (including those administration expenses and taxes payable with respect to assets which do not pass under this trust). Despite the foregoing, if a Personal Representative of our probate estate is appointed within six months after our death, then the Trustee shall not pay any increase in federal or state estate tax attributable to property in which we have a qualifying income interest for life or over which we have a power of appointment. The Trustee shall certify in writing to the Personal Representative of our probate estate, if any, the extent to which the principal available for payment of the preceding items is or will be insufficient. The

preceding items shall be paid by the Trustee without seeking reimbursement, recovery, or contribution from any person, except that if no Personal Representative of our probate estate is appointed within six months after our death, the Trustee shall seek reimbursement for, recovery of, or contribution toward the payment of any increase in federal or state estate tax attributable to property in which we have a qualifying income interest for life or over which we have a power of appointment which is not otherwise paid or payable.

ARTICLE VI. SURVIVORSHIP

If one of us is survived by the other, the survivor assumes the position as Successor Trustee. As such, the Successor Trustee shall have the full right to make distributions of income and principal to the survivor in exactly the same manner reserved and specified in Article IV. Following the surviving Grantor's death, the remaining trust assets shall be used to pay all final taxes and expenses such as specified in Article V that may be payable from the trust in the event of the first to die.

ARTICLE VII. DISTRIBUTION OF TANGIBLE PERSONAL PROPERTY

We give and distribute the rest of our tangible personal property, including books, clothing, jewelry, households goods, furniture and furnishings, silverware, chinaware and miscellaneous personal effects (excluding cash on hand or deposit, choose in action, stocks, bonds and other securities) to those individuals, if living, and if not living, then according to Article VIII, listed on and in accordance with certain memorandums signed and dated by us and attached to this trust, which memorandum shall be

incorporated herein by reference the same as if fully copied herein verbatim. Any items of such tangible personal property not listed on such memorandum nor desired by the individuals designated thereon shall be sold, either publicly or privately, as my Trustee may elect in the exclusive exercise of his discretion, and the proceeds therefrom shall be included in our residuary trust estate for the disposition as hereinafter provided.

ARTICLE VIII.
RESIDUARY DISPOSITION OF TRUST ASSETS

Upon the death of the last of us to die and after providing for the payments, if any, required by Articles IV and V, the trust principal including any and all assets received from the pour-over provisions of our Last Will and Testaments shall be distributed as follows:

A. Our Trustee shall distribute our entire trust estate to AMANDA R. SAWNER, if she is surviving.

If AMANDA R. SAWNER is not surviving, our Trustee shall distribute our entire trust estate to EVAN A. SAWNER.

B. If any trust property becomes distributable to any child, grandchild or more remote descendant of the Grantors who has not attained the age of twenty-five (25) years, then the Trustee shall retain such beneficiary's share in trust and pay the income and principal to or for the benefit of such beneficiary for his or her health, education, maintenance and support as the Trustee deems advisable in its discretion. The term "education" includes, but is not limited to, private schooling at the elementary and secondary levels, college, graduate and professional education, and specialized or vocational training. As each beneficiary respectively attains the age of

twenty-five (25) years, he or she shall receive outright the entire balance of his or her share of the trust.

C. We direct that the proceeds of any life insurance policies that may be payable to our Trustee be administered and distributed by the trust in accordance with this Article, just as though the proceeds were part of the rest and residue of our trust estate.

D. If any trust created hereunder shall violate any applicable rule against perpetuities, accumulations, or any similar rule or law, our Trustee is required to terminate such trust on the last date allowed by such rule or law and thereupon the property held in trust (or such part thereof) which would violate such rule or law shall be distributed to the then income beneficiaries of the trust, per stirpes, notwithstanding any provisions of the trust to the contrary.

E. Neither the principal nor income of the trust created in this Trust shall be pledged, assigned, transferred, conveyed, sold or in any manner whatsoever accelerated, anticipated, or encumbered by any beneficiary, nor shall any income or corpus of said trust be in any manner subject or liable in the hands of my Trustee for the debts, contracts, torts, or engagements of any beneficiary or be subject to any assigned or any other voluntary or involuntary alienation of disposition whatever. But in all distributions of income principal, or corpus, the same shall be paid only to the beneficiary entitled and upon the receipt of such beneficiary or to others for said beneficiary's benefit as provided herein.

F. If at any time there is no person entitled to receive all or any part of the trust property under the above provisions of this trust agreement, then one-half (1/2) of the trust property shall be distributed to those persons who would be the wife Grantor's heirs had she died intestate owning such

property and the other one-half (1/2) of the trust property to those persons who would be the husband Grantor's heirs had he died intestate owning such property. For purposes of this paragraph, the laws of descent and distribution for intestate estates in the State of Mississippi as such laws are in effect at the time of any distribution under this paragraph shall control.

ARTICLE IX.
PAYMENTS TO OR FOR THE BENEFIT OF DISABLED
BENEFICIARIES

Payment of any property, including income and/or principal, under this trust to a beneficiary who is a minor, or who is under some other legal, mental, or physical disability, may be made by the Trustee directly to such beneficiary or may be made to such beneficiary's conservator or legal guardian in whatever jurisdiction appointed, or to a custodian for the beneficiary's benefit under the applicable state Uniform Transfer to Minors Act; or to the Trustee of a trust with provisions for the care and support of such beneficiary; and the receipt of the one to whom payment is made shall be a full release and discharge in respect of any property so paid or applied, even though the recipient may be a Trustee hereunder. Further, the Trustees shall be authorized to make any payments of income or principal to third parties for the benefit of any beneficiary who would be entitled to receive cash payments directly. However, it is the Grantors' intention that a beneficiary's interest in any trust created hereunder shall in no way affect his or her entitlement to any disability benefits, governmental benefits (including Social Security benefits, Medicare and Medicaid), or benefits from any private agency providing services or benefits to elderly, handicapped or disadvantaged persons. Rather, it is the Grantors' intention

that the assets of a trust shall be used only to supplement all such benefits available to the beneficiary.

Disabled beneficiaries shall not have any discretionary rights of a beneficiary with respect to this Trust, or with respect to his or her share or portion thereof. The Trustee shall hold and maintain such incompetent beneficiary's share of the trust estate in trust.

Notwithstanding the foregoing, any beneficiary who is diagnosed for the purposes of governmental benefits as being not competent or as being disabled, and who shall be entitled to governmental support and benefits by reason of such incompetency or disability, shall cease to be a beneficiary, and Trustee if so named, of this trust if such aid is jeopardized by reason of the individual's status as a beneficiary. Likewise, they shall cease to be a beneficiary if any share or portion of the principal or income of the trust shall become subject to the claims of any governmental agency for costs of benefits, fees or charges.

The portion of the trust estate which, absent the provisions of this section would have been the share of such incompetent or disabled person shall be retained in trust for as long as that individual lives. All income from such share, not otherwise utilized for the purposes of this trust share, shall be added to the principal thereof annually. While the Trustees hold trust property available for the benefit of any disabled beneficiary, it is the intent of the Grantor, and they direct that the Trustee(s), in their sole and absolute discretion, provide life enrichment benefits for that disabled beneficiary which will not cause the loss of any governmental benefit to which that beneficiary would otherwise be entitled. Such benefits may include: training to develop skills and abilities, transportation, educational support, tutoring, adaptive vocational skills training, home and residential adaptation

assistance, and any other programs to provide “life enrichment” as may be permitted by law. Upon the death of this individual, the residual of this share shall be distributed as otherwise specified in the Trust.

If such individual recovers from incompetency or disability, and is no longer eligible for aid from any governmental agency, including costs or benefits, fees or charges, such individual shall be reinstated as a competent beneficiary after sixty (60) days from such recovery, and the allocation and distribution provisions as stated herein shall apply to that portion of the trust estate which is held by the Trustee subject to the foregoing provisions of this section.

Upon the death of a disabled beneficiary who otherwise would have been a beneficiary of this trust, any allocation of the trust estate held in trust which would otherwise have inured to the benefit of said disabled beneficiary shall be distributed as otherwise provided per the provisions which allocate and distribute residuary trust assets.

ARTICLE X.
TRUST AS THE BENEFICIARY OF A QUALIFIED PLAN OR
ACCOUNT

In addition to all other distributions required or permitted by this trust, if that trust is the beneficiary of a plan or account qualified under Section 401 of the Internal Revenue Code, the trust is to make the minimum distributions to the trust beneficiary in the amount and manner required by Section 401(a)(9) of the Code and any other applicable provision of the Code.

ARTICLE XI.
SUCCESSOR TRUSTEE

Upon the death of the first of us to die, or if one of us is removed for disability or voluntarily relinquishes the position of Trustee, the surviving spouse shall continue all the terms and purposes of the trust as Successor Trustee. If that remaining spouse fails or ceases to act as Trustee hereunder for any reason, then we hereby name AMANDA R. SAWNER, as First Alternate Successor Trustee.

If she is unable or unwilling to serve in that capacity for any reason, then we hereby name GILBERT L. CAGLE, as Second Alternate Successor Trustee.

No bond is required, and is expressly waived, for any Trustee declared or named under this instrument. Any Trustee serving under this instrument may resign at any time by giving written notice of the resignation to any Successor Trustee or to the person having power to appoint a Successor Trustee or to the Court having jurisdiction to appoint a Successor Trustee. Any Trustee who shall serve shall be entitled to reasonable compensation for such services, commensurate with comparable charges for similar services made from time to time by corporate Trustees in the geographic area in which the trust has its principal situs for administration. Our Trustee shall also be entitled to reimbursement for expenses necessarily incurred in the management and administration of the trust.

The initial Trustee and any Successor Trustee hereby specifically indemnifies and holds harmless any third party with whom the Trustee enters into transactions for the benefit of trust beneficiaries entered into in good faith.

ARTICLE XII.
POWERS, DUTIES AND PRIVILEGES OF TRUSTEE

We authorize our Trustee in the exercise of reasonable discretion with respect to all property, real and personal, at any time forming part of our trust, to exercise any or all the powers set forth in Section 97-9-61, Mississippi Code of 1972, to the extent applicable, all of which provisions and powers are incorporated herein by reference as fully as if copied verbatim.

(a) Such power may be exercised independently and without prior or subsequent approval of any court or judicial authority, and no person dealing with our Trustee shall be required to inquire into the propriety of said Trustee's actions.

(b) Power is granted to the Trustee, not only to relieve it from seeking judicial instruction, but to the extent that the Trustee deems it to be prudent, to encourage determinations freely to be made in favor of persons who are the current income beneficiaries, particularly with respect to support, maintenance and medical needs. In such instances, the rights of all subsequent beneficiaries are subordinate, and the Trustee shall not be answerable to any subsequent beneficiary for anything done or omitted in favor of a current income beneficiary, but no current income beneficiary may compel any such favorable or preferential treatment. Without in any way minimizing or impairing the scope of this declaration of intent, it includes investment policy, exercise of discretionary power to pay or apply principal and income, and determination of principal and income questions.

(c) In dealing with the Trustee, no grantee, vendee, mortgagee, pledgee, lessee, or other transferee, of any trust properties, or any part thereof, shall be bound to inquire with respect to the purpose or necessity of

any such disposition or to see to the application of any consideration therefor paid to the Trustee.

(d) The Trustee is expressly authorized to purchase and to sell and convey real estate owned by the trust and to place mortgages on trust real estate.

ARTICLE XIII.
CONCERNING THE TRUSTEE AND THIS TRUST

If at any time the Trustee shall have reasonable doubt as to its power, authority or duty in the administration of the Trust created, it shall be lawful for the Trustee to obtain the advice and counsel of reputable legal counsel without resorting to the courts for instruction; and the Trustee shall be fully absolved from all liability and damage or detriment to the trust estate or any beneficiary thereunder by reason of anything done, suffered or omitted pursuant to advice of said counsel given and obtained in good faith, provided that nothing contained herein shall be construed to prohibit or prevent the Trustee in all proper cases from applying to a court of competent jurisdiction for instruction in the administration of trust assets in lieu of obtaining advice of counsel.

(a) In managing, investing and controlling the Trust, the Trustee shall exercise the judgment and care under the circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, and in addition the purchasing power of income distribution to beneficiaries.

(b) So long as the Trustee shall act in good faith and reasonable business prudence, it shall not be liable for any loss or damage to the Trust estate or the beneficiaries by reason of any error of judgment or discretion.

ARTICLE XIV.
ACCOUNTS OF TRUSTEE

The Trustee, at any time and from time to time, may render to the Grantors an account of the acts and transactions of the Trustee with respect to the income and principal of any trust created hereunder, from the date of the creation of such trust or from the date of the last previous account of the Trustee. After the death of the Grantors, the Trustee, at any time and from time to time, may render an account to the living person or persons who are entitled, at the time of such account, to receive all or a portion of the income of the trusts herein created. The approval of any person of full age, or a guardian or parent of a minor or incompetent person, to whom an account is rendered shall, as to all matters stated therein, be final and binding upon him or such minor or incompetent person, as the case may be. A person of full age, or a guardian or parent of a minor or incompetent person, to whom an account is rendered shall be deemed to have approved the account if he assents to the account in writing or if he does not communicate to the Trustee his written objections to the account within sixty days after the receipt of the account (provided the account was accompanied by a notice of said sixty day period within which to raise objections).

The Grantors shall have full power and authority on behalf of all persons interested in any trust hereunder, whether such interest relates to income or principal, to settle any account of the Trustee. Such settlement shall be final and binding upon all persons so interested in such trust. Upon

such settlement, the Trustee shall be fully and completely discharged and released from all further liability with respect to acts and transactions set forth in the account so settled.

The Trustee shall not be required at any time to file any account in any court, nor shall the Trustee be required to have any account judicially settled. Nothing herein, however, shall be construed as limiting the right of the Trustee to seek a judicial settlement of any account.

**ACCOUNT XV.
DECISIONS OF TRUSTEE ARE CONCLUSIVE**

The determination of the Trustee in respect of the amount of any discretionary payment of income or principal from any trust established hereunder, and of the advisability thereof, shall be final and conclusive on all persons, whether or not then in being, having or claiming any interest in such trust, and upon making any such payment, the Trustee shall be released fully from all further liability or accountability therefor.

The right of any beneficiary to any payment of income or principal shall in every case be subject to any charge or deduction which the Trustee may make against the same under the authority granted to the Trustee by any law or by this Agreement.

**ARTICLE XVI.
PROVISIONS RELATING TO ENVIRONMENTAL HAZARDS**

(a) Trustee's Power to Deal With Environmental Hazards: The Trustee shall have the power to use and expend the Trust income and principal to:

1. Conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder.
2. Take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder.
3. Institute legal proceedings concerning environmental hazards, or contest or settle legal proceedings brought by any local, state or federal agency concerned with environmental compliance, or by a private litigant.
4. Comply with any local, state or federal agency order or court order directing an assessment, abatement or clean up of any environmental hazards; and
5. Employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

Any expenses incurred by the Trustee under this Sub-paragraph:

- (a) May be charged against income and/or principal as that Trustee may determine.
- (b) Disclaimer: To disclaim, in whole or in part, any interests in property for any reason, including but not limited to, a concern that such property could cause potential liability under any federal, state or local governmental law.
- (c) Trustee's Right to Refuse Contributions: To refuse to receive any property, real, personal, or mixed, in any event that would otherwise be added to the Trust, from any person or entity by lifetime or testamentary transfer or otherwise; provided, however, that the Trustee, in its sole discretion, may require, as a prerequisite to accepting property, that the

donating party provide evidence satisfactory to the Trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use treatment, storage, disposal, release, or discharge of any hazardous or toxic materials or substances.

(d) Exoneration of Trustee: No Trustee shall be liable for any loss or depreciation in value sustained by the Trust as a result of the Trustee retaining any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state or local environmental law, unless the Trustee contributed to the loss or depreciation in value through willful default, willful misconduct, or gross negligence.

(e) Indemnification of Trustee Upon Distribution: Notwithstanding any contrary provision of this instrument, the Trustee may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustee against any claims filed against the Trustee as an “owner” or “operator” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder.

ARTICLE XVII.

PROHIBITION AGAINST ANTICIPATION OF PRINCIPAL OR INCOME

Neither the principal nor income of the trust shall be pledged, assigned, transferred, conveyed, sold or in any manner whatsoever

accelerated, anticipated, or encumbered by any beneficiary, nor shall any income or corpus of said trust be in any manner subject or liable in the hands of my Trustee for the debts, contracts, torts, or engagements of any beneficiary or be subject to any assigned or any other voluntary or involuntary alienation or disposition whatever. But in all distributions of income, principal, or corpus, the same shall be paid only to the beneficiary entitled and upon the receipt of such beneficiary or to others for said beneficiary's benefit as provided herein. Any interest herein for a beneficiary shall be for their sole and separate use, free from the debts, contracts and control of any spouse the beneficiary may ever have.

ARTICLE XVIII.
INTERPRETATION OF INSTRUMENT

For all purposes, this instrument shall be construed according to the laws of the State of Mississippi in force at the time that the need for any interpretation arises. If any provision of this instrument should be held invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

ARTICLE XIX.
RIGHT OF REVOCATION

So long as the Grantor is living, and not under any incapacity, Grantor shall have the express right and power at any time to amend, modify or revoke this Trust instrument in whole or in part, in any manner, by delivering written notice thereof to Trustee. Grantor may also impose additional terms and conditions on the continued administration of this Trust by any Last Will and Testament duly probated.

ARTICLE XX.
PROVISION FOR PREMATURE TERMINATION OF TRUSTS

In addition to any other powers conferred upon any Trustee or Successor Trustee hereunder, Grantor further confers upon such Trustee and any Successor Trustee the power and discretion to terminate the Trust or trust share for any beneficiary hereunder, should the Trustee or Successor Trustee, in the exercise of sound fiduciary discretion, determine that it would not be economically feasible or that there is any other proper cause for the early termination of the Trust or trust share, but no beneficiary or anyone else may compel the Trustee to make such determination, and should such Trustee make such determination in good faith, the Trustee shall not be held liable to anyone for such action.

ARTICLE XXI.
ADDITIONAL PROPERTY

The Grantors retain the right to contribute additional property to the Trust whether it be personal property or real estate, by inter vivos or testamentary conveyance or bequest. The Trustee is further authorized and empowered to accept contributions of additional property to the Trust from anyone else, as well, subject to the limitations set forth herein.

ARTICLE XXII.
CONTEST CLAUSE

If any person shall in any manner, directly or indirectly, attempt to contest or oppose the validity of this agreement or commences or prosecutes any legal proceedings to set this agreement aside, then such person shall forfeit his or her share and shall be deemed to have predeceased the grantor.

Should any person disclaim his or her interest, in whole or in part, in any trust created for his or her benefit in this trust agreement, the result of which would be for that person to receive trust property free of trust earlier than provided by the terms of the trust, then the disclaiming person shall forfeit his or her interest in the trust and shall be deemed to have predeceased the grantor.

IN WITNESS WHEREOF, the Grantors have hereunto executed this Agreement, consisting of this and twenty (20) preceding pages and the said Trustees, in acceptance of the terms and provisions hereto, have duly executed this Agreement, all as of the day and year first above written.

GRANTORS/TRUSTEES:



JERRY L. McKNIGHT


SONJA R. McKNIGHT

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, a Notary Public in and for said State and County, JERRY L. and SONJA R. McKNIGHT, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal this day August 7,
2007.


NOTARY PUBLIC

PREPARED BY:
CHARLES PATTON, ATTORNEY
5100 POPPARD AVE.
SUITE 2723
MEMPHIS, TN, 38137